

with the addressee's new public key." The Examiner has cited Smith as showing these items. However, Smith merely shows automatically generating a new recipient public key when none is found. "In the event that the certificate authority returns no certificate, the Delivery Server dynamically generates a new certificate for the recipient." The claims require that this generation must be done in "response" to an acknowledgement from the recipient, Smith does not show this. Nowhere is it taught that the encryption depends on a response from the recipient.

Additionally, an "escrow" key is first applied to the document. This is not shown by Smith. Thirdly, the escrow key is removed prior to applying the new recipient key "decrypting the package decryption key; encrypting the package decryption key with the addressee's new public key." If, as the Examiner presumes, the new recipient's key and the escrow key were the same, there would be no reason to unencrypt and reencrypt the document with the exact same key. The escrow key is not the recipient's key, the recipient's key is clearly the key assigned to the recipient in Smith. For the Examiner to read both elements as the separate elements of the escrow key and the recipient's public key is impermissible, as to do so would improperly read a "double inclusion" into the claim. Dorenbos does not show an escrow key. The keys are well described in the specification as being separate elements.

Dorenbos merely shows the package encryption and the public key encryption, "The encryption server 101 the encrypts the user's ID along with the first-stage encrypted message by encrypting with the public key of the first recipient." Nowhere is a package key and an escrow key, merely with different recipient's keys. Smith merely duplicates the teaching of a recipient's public key. For at least these reasons, claim 1 is allowable over the art of record.

Claim 11 analogously requires a package key encrypted with an escrow key and a transmission module for decrypting the package key and encrypting with the recipient's public key after registration. This is not shown and claim 11 should be allowable for at least this reason.

Claim 18 also requires a computer code which encrypts a package decryption key with a escrow key and, upon receipt of the recipient's public key removes the escrow encryption and applies the recipient's public encryption. This is not shown and claim 18 should be allowed over the art of record.

Claims 2, 12 and 19 also require that the escrow key is used "n response to not finding (or failing to find) a public key. As described above, Smith merely shows generating a new recipient public key when the public key is not found. For the reasons above, Smith does not show both the escrow and recipient keys. The Examiner's attempt to read the public key as both the escrow key and the recipient's key is impermissible and contrary to the plain meaning of the claims. Additionally, claim 2 requires that the escrow key be sent back to the sender. This is done so that the sender does not have to wait for the recipient's new key to be generated. Smith teaches away from this concept by generating a new recipient key instead.

The remaining claims should be allowable for at least the reason that they depend from an allowable claim and for the additional recitations found in those claims.

### Formal Drawings

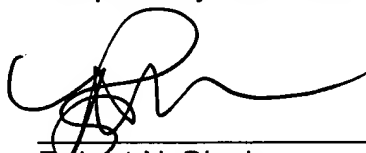
Formal drawings were filed with the application on 6/14/2001. A review of the Office Action has failed to uncover whether the drawings were accepted by the Official Draftsman or whether a Form 948 rejection was issued by the Official Draftsman. An indication of the status of the drawings is respectfully requested with the next communication from the Patent Office.

## Summary

Applicants have made a diligent and bona fide effort to answer each and every ground for rejection or objection to the specification including the claims and to place the application in condition for final disposition. Reconsideration and further examination is respectfully requested, and for the foregoing reasons, Applicant respectfully submits that this application is in condition to be passed to issue and such action is earnestly solicited. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone Robert N. Blackmon, Applicants' Attorney at 703-684-5633 to satisfactorily conclude the prosecution of this application.

Dated: June 30, 2006

Respectfully submitted,



---

Robert N. Blackmon  
Reg. No. 39494  
Attorney/Agent for Applicant(s)

Merek, Blackmon & Voorhees, LLC  
673 S. Washington St.  
Alexandria, Virginia 22314  
Tel. 703-684-5633  
Fax. 703-684-5637  
E-mail: RNB@MBV-IP.com